

HOWARD & HOWARD
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Attorneys for Beadle McBride & Reeves, LLP

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:
USA COMMERCIAL MORTGAGE
COMPANY,

Debtor.

CASE NO.: BK-S-06-10725 LBR
CASE NO.: BK-S-06-10726 LBR
CASE NO.: BK-S-06-10727 LBR
CASE NO.: BK-S-06-10728 LBR
CASE NO.: BK-S-06-10729 LBR

In re:
USA CAPITAL REALTY ADVISORS, LLC,

Debtor.

Chapter 11

Jointly Administered Under
Case No. BK-S-06-10725 LBR

In re:
USA CAPITAL DIVERSIFIED TRUST
FUND,

Debtor.

**OPPOSITION OF CREDITOR BEADLE
MCBRIDE & REEVES, LLP TO
SECOND OMNIBUS OBJECTION OF
POST-EFFECTIVE DATE USA
CAPITAL DIVERSIFIED TRUST DEED
FUND, LLC**

In re:
USA CAPITAL FIRST TRUST DEED
FUND, LLC,

Debtor.

Hearing Date: July 27, 2007
Hearing Time: 9:30 a.m.
Hearing Place: Courtroom 1

In re:
USA SECURITIES, LLC,

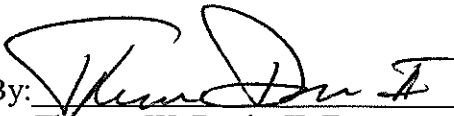
Debtor.

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1 USA Capital Diversified Trust Deed Fund has objected to the claim filed by Beadle
2 McBride & Reeves, LLP (now operating as Reeves, Evans, McBride & Zhang) for a post-filing
3 work performed and billed by Beadle McBride & Reeves, LLP (hereinafter "BMR"). That
4 Objection is based upon inaccurate facts and is inappropriate under the circumstances. BMR is
5 therefore entitled to recover the full amount of the claim that it has made against the Estate, the
6 sum of \$1,711.25.

7 DATED this 23rd day of July 2007.

8
9 HOWARD & HOWARD

10 By: 

11 Thomas W. Davis, II, Esq.

12 Nevada Bar No. 2531

13 3800 Howard Hughes Pkwy., Ste. 850

14 Las Vegas, NV 89109

15 Attorneys for Beadle McBride & Reeves, LLP

16 Now operating at Reeves, Evans McBride &
17 Zhang

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MEMORANDUM OF POINTS AND AUTHORITIES

The entire Objection of the Debtor is based upon three factors, none of which are controlling as to the BMR proof of claim. First, the Debtor asserts that the BMR claim is based on finance charges from December 2003 through May 2006, as if that alone disqualifies the claim. Certainly, valid interest accrued pursuant to contract between the parties is recoverable as an unsecured claim. The finance charges were incurred on unpaid invoices to the Debtor during those time frames and are certainly recoverable as such. Attached hereto is a summary of the charges by date incurred.

The Debtor secondly claims that BMR is not entitled to recover because additional proofs of claim have been filed in other related cases. While that is true, the reason for the other proofs of claim is that BMR performed services for a number of the related entities involved in these bankruptcy proceedings. To the best of BMR's knowledge, the claims do not overlap and they are not billed as duplicates to more than one separate entity. No showing has been made that these finance charges have been billed elsewhere and the Debtors' objection to the claim should therefore be denied. BMR performed its services in good faith and is pursuing claims against a number of the subject entities. Unless there is a showing of duplicate billing, which BMR does not believe to have occurred, the Objection should be overruled as to that ground.

The Debtor then insinuates in a general fashion that it may have malpractice claims against BMR for services performed on behalf of the Debtor. The Debtor claims to be currently investigating such claims. BMR is unaware of any malpractice that exists in regard to its services for the Debtor and, in fact, BMR affirmatively asserts that it has performed properly as to all of its work with and for the Debtor and the Debtor's related entities. The possibility that a malpractice claim may be raised at some later date, which claim has not even been articulated or quantified, should not serve to offset what would otherwise be a valid claim in the bankruptcy proceeding against the Debtor.

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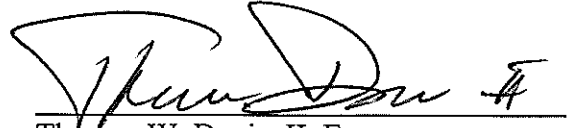
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1 For the foregoing reasons, the Objection of Debtor should be denied and the BMR
2 claim should be allowed to stand in the full amount of \$1,711.25.

3 DATED this 23rd day of July 2007.
4

5 **HOWARD & HOWARD, P.C.**

6 
7

8 Thomas W. Davis, II, Esq.

9 Nevada Bar No. 2531

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11 Las Vegas, NV 89109

12 Attorneys for Beadle McBride & Reeves, LLP

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14 Zhang
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USA Capital Diversified Trust Deed Fund
 LLC
 4484 South Pecos Road
 Las Vegas, NV 89121

Client ID: 7890 001

As of July 23, 2007, with current period ending June 30, 2007

Date	Description	Invoice Number	Invoice Amount	Cash Applied	Amount
December 31, 2003	Finance Charge				\$77.85
May 31, 2004	Finance Charge				\$118.39
June 22, 2004	Finance Charge				\$118.50
August 20, 2004	Finance Charge				\$167.33
September 23, 2004	Finance Charge				\$71.89
November 30, 2004	Finance Charge				\$282.63
December 31, 2004	Finance Charge				\$483.03
January 31, 2005	Finance Charge				\$321.33
March 16, 2005	Finance Charge				\$5.00
November 30, 2005	Finance Charge				\$9.90
January 31, 2006	Finance Charge				\$50.40
May 31, 2006	Finance Charge				\$5.00
Amount Due					\$ 1,711.25

Accounts Receivable Aging					
Current	30 - 59 Days	60 - 89 Days	90 - 119 Days	120/Over Days	Total
\$0.00	\$0.00	\$0.00	\$0.00	\$1,711.25	\$1,711.25

A finance charge of 1.5% will be charged on accounts over 30 days old.

Your account is overdue. Please call to discuss payment 597-0010.

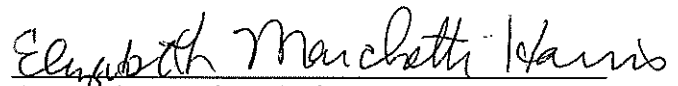
CERTIFICATE OF FACSIMILE AND MAILING

I do hereby certify that on the 23rd day of July, 2007, I served a copy of the foregoing Opposition of Creditor Beadle McBride & Reeves, LLP to Second Omnibus Objection of Popst-Effective Date USA Capital Diversified Trust Deed Fund, LLC by faxing a copy of the fax number shown below and by enclosing a true and correct copy of the same in a sealed envelope upon which first-class postage was fully prepaid, and addressed to the following:

Marc A. Levinson, Esq.
Jeffery D. Hermann, Esq.
Orrick, Herrington & Sutcliffe, LLP
400 Capitol Mall, Suite 3000
Sacramento, CA 95814-4497
Fax: (916) 329-4900

Bob L. Olson, Esq.
Anne M. Loraditch, Esq.
Beckley Singleton, Chartered
530 Las Vegas Boulevard South
Las Vegas, NV 89101
Fax: (702) 385-5024

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.


An employee of Exclusively Legal

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